FXTM
Gives you more

TERMS OF BUSINESS

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1. Introduction

1.1. These Terms of Business ("Terms") explain the rules we follow when we execute your Transactions.

1.2. This Terms explains:
- **(a)** the rules around opening and closing your Positions;
- **(b)** what steps we take if the Margin Level on your Trading Account is not enough to support your Open Positions;
- **(c)** how we support your trades in stocks.

1.3. Apart from this Terms, there are rules around your trading on MyFXTM in other Operative Agreements. You should read each of them carefully before you start trading with us.

1.4. You can find definitions for any capitalized terms used in these Terms in the Client Agreement.

2. General Terms

Quotes

2.1. We recalculate Quotes for all Instruments in real time, based on market conditions and streaming prices received from our liquidity providers (or exchange or price feeder), and send you some of these Quotes as Market Snapshots.

2.2. You will receive Quotes through MyFXTM. By accepting the Terms, you also accept that these Quotes (as they appear on the MyFXTM) are correct and valid.

2.3. Quotes may vary significantly for many reasons, which include:
- **(a)** differences between the demo version and live version;
- **(b)** differences between types of the client accounts;
- **(c)** market prevailing conditions; and/or
- **(d)** attributes of the Instrument(s).

2.4. While trading with us, you should assume that:
- **(a)** the Quote you received has not changed since the previous Market Snapshot;
- **(b)** you may not receive all the Quotes that have been in the Quotes Flow between Market Snapshots;
- **(c)** Spreads on Instruments are not fixed and will vary depending on market conditions and the streaming prices we receive from our liquidity providers; and
- **(d)** In Stocks accounts, all your orders despite their request type (limit, stop etc.) will be transferred to the market as market orders despite the type of request.

Quotes Base Synchronization

2.5. In case of an unforeseen break or incorrect flow in the Quotes Flow caused by software or hardware failure, we will have the right to synchronize the Quotes Base on the live Server with any reliable sources. In the case of any disputes in respect of failed Quotes Flow, synchronized Quotes Base shall be used to resolve the dispute.

Ask and Bid Prices. Spread

2.6. For some Instruments you will see a difference between the buy (or 'Ask') and sell (or 'Bid') prices. This difference between Ask and Bid is called "Spread". Some Instruments have no (i.e., zero) Spread. You should check the Contract Specifications ion our Website to see if it is traded with Spread or no Spread.

2.7. The Ask is used to open a Long Position (or go 'long' when you buy an Instrument with the expectation that it will rise in price) and to close a Short Position (or go 'short' is when you sell an Instrument with the expectation that it will decline in price).

2.8. The Bid is used to close a Long Position and to open a Short Position.

2.9. Spreads on Instruments are not fixed and will vary depending on market conditions and the streaming prices we receive from our liquidity providers.

Rollovers

2.10. A rollover will apply to all Positions which remain open from 23:59:45 to 23:59:59 (Server time).

2.11. We may apply a rollover to any Position that has opened or closed from 23:59:45 to 23:59:59 (Server time).

2.12. Due to the rollover, your Trading Account will be either debited or credited.

Leverage

2.13. We allow you to trade certain Instruments using Leverage on your Initial Margin which increases the value of your trade without the need to add any more of your own funds (we will lend you the additional funds). Because the amount of the Initial Margin you put forward may be relatively small compared to the value of your trade, even a minor market movement may have a proportionally larger impact on how this trade plays out for you. This may work for you (multiply your profit) as well against you (multiply your loss).

2.14. Leverage can be set for each trade individually and maximum available Leverage varies for each Instrument. You can check the maximum available Leverage for each Instrument on MyFXTM or on our Website.

2.15. Adding Leverage increases the overall Transaction size but does not require you to add additional Initial Margin to actually place it. Your Initial Margin stays the same even after you added Leverage.

2.16. We have the right to change (with immediate effect) the Leverage set for your Open Positions as well as the maximum available Leverage for your future Open Positions without giving you any advance Written Notice. Leverage set for already Open Positions may be changed:

(a) because of Abnormal Market Conditions; and/or

(b) because of a Force Majeure Event.

2.17. In Micro Accounts, we will apply a fixed Leverage based on the value you set upon opening your Account and/or as you have amended. We may, within the hour prior to the close of trading session on every Friday vary the Leverage for certain Instruments and amend Leverage during the next trading session based on the total volume of Open Positions. We will notify you about any changes to extend these amendments.

2.18. In Stocks Accounts, we will apply a Leverage of 1:1 and any Transaction that exceeds this Leverage will be classified as a fractional transaction on a Stock CFD and the general rules on trading stocks will not apply.

Execution Price and Market Fluctuations

2.19. We cannot guarantee that your actual execution price will match the Quote you see when you place your Order. This variation is caused, among other things, by Gapping and Slippage.

Processing and Execution of Your Instructions

2.20. You can provide instructions only through the client terminal.

2.21. You can only place either a Market Execution or Pending Order instruction in Advantage Plus MT5 and Stocks Accounts or, a Pending Order instruction in Advantage MT5.

2.22. When handling your instructions, we will follow these steps:

(a) you send an instruction to the Client Terminal, and it checks if the instruction is valid;

(b) if the instructions are valid, the Client Terminal will send them to the Server;

(c) if there is no disruption of connection between the Client Terminal and the Server, the Server will receive the instructions and start their verification;

(d) your verified instructions are placed in the queue and sorted by arrival time (first in – first out); a "Order is placed in a queue" or "Order is accepted" message will appear in the "Order" tab of the Client Terminal (in this case, you will have a standby time of three (3) minutes to complete your instructions or it becomes irrelevant and is automatically deleted);

(e) as soon as the dealer system is ready to handle an instruction, it takes the first one from the queue and processes it; a "Order is placed" or "Order is in process" message will appear in the "Order" tab of the Client Terminal;

(f) if there is no disruption of connection between the Client Terminal and the Server, the Server receives the results of the execution of your instruction and sends into the Client Terminal.

2.23. While your instruction is in "Order is accepted" status you can cancel it by clicking the "Cancel order" button. If the status is in "Order is in process" status or if the instructions have been given by an Expert Adviser or in case the instruction is a Pending Order, or a Market Execution cancellation is not possible.

2.24. We can decline your instruction if:

(a) they precede the first Quote on the Market Opening;

(b) you have made an unreasonable number of instructions compared to your Transactions;

(c) there is no option to hedge your trade with one of our liquidity providers;

(d) your Free Margin is less than the Initial Margin;
(e) you have reached the limit for overall volume (based on the number of trades or the total sum of orders volume) and for the number of Open Positions on your Trading Account;
(f) a Force Majeure Event occurred;
(g) any other preset for the instructions was not verified;
(h) for any other reason we deem appropriate under the Operative Agreements.

3. Opening a Position

Sending the Instructions to Open a Position

3.1. To open a Position, you should choose at least the following presets in your instructions:
(a) the direction of the trade ('Buy'/'Buy by Market' or 'Sell'/'Sell by Market');
(b) the Instrument you want to trade;
(c) the Transaction Size;
(d) fill policy ("fill or kill" or "fill or cancel").

and click the "Buy by Market" or "Sell by Market" button in Advantage MT4/MT5 and Advantage PlusMT4/MT5 accounts or "Buy" or "Sell" button in Micro and Stock CFDs account or "Buy" button in Stocks account (if you are not using an Expert Advisor).

3.2. Each Open Position has a Ticket.

Processing and execution of Instructions to Open a Position

3.3. Once the Server receives your instructions to open a Position, it will check if you have enough of Free Margin to open a Position and, the instruction is considered executed and the Position open once the relevant record appears in the Server Log File.

3.4. The formula for calculating your Free Margin is:
Free Margin = Balance - New Margin + Floating Profit - Floating Loss or Free Margin = (Balance + Credit – New Margin) + (Floating Profit + Floating Loss) in Advantage Plus MT5 accounts only.

3.5. Your New Margin is calculated depending on the Initial Margin i.e., the average weighted price (in terms of volume) of all Open Positions, or Hedged Margin for the Matched Positions.

3.6. Floating Profits and Losses for all Open Positions are calculated at the current Quotes.

3.7. If the Free Margin equals to or is more than zero, the Position is opened at the moment a relevant record is made on the Server log.

3.8. If the Free Margin is less than zero, we may decline the instructions to open the Position and a record of this is made on the Server log.

3.9. If your instruction to close a Position is declined, you will receive an "Off Quotes" message in the Client Terminal.

4. Closing a Position

Sending the Instructions to Close

4.1. To close a Position, you should choose the following presets (where applicable) in your instructions:

(a) Instrument;
(b) Transaction size;
(c) Ticker; and
(d) fill policy ("fill or kill" or "fill or cancel").

and click the "Close by" button in Advantage MT4/MT5 and Advantage Plus MT4/MT5 accounts or "Close" button in Micro, Stock and Stock CFDs accounts without using an Expert Advisor.

4.2. To close your Position in Micro and Stock CFDs account, you will first click the "Request" button followed by the "Close" button within three (3) seconds once satisfied with your Quote and while your Quote is valid otherwise your Quote becomes irrelevant, and we will revoke your instructions.

4.3. To close a Position while using Expert Advisor; your instructions must be generated at the current Quote in Micro and Stock CFDs accounts. In this case, the Expert Advisor will first generate a Request and if the Quote generated by FXTM does not exceed that of the Expert Advisor's Quote by the Slippage value, the Expert Advisor will instruct the Server to close the Position at the Quote generated by FXTM.

4.4. If you have several Open Positions, the first position which will be placed in the Queue in order to be closed will be the one with the highest Floating Loss.

Processing and Execution of Instructions to Close a Position

4.5. An instruction to close a Position is considered executed and closed once the relevant record appears in the Server log file.

4.6. We can decline your instruction to close a Position if:

(a) they precede the first Quote on the Market Opening;
(b) a Stop Loss or a Take Profit for this Position is in queue to be executed.

4.7. If your instruction to close a Position is declined, you will receive an "Off Quotes" message in the Client Terminal.

Best Price: Opening and Closing

4.8. Your instructions to open or close a Position may be executed at a price that differs from the Quote you have received through the Client Terminal during the last Market Snapshot.

4.9. In any case, your instructions will be executed at the best price available from our liquidity provider.

One-Click Trading: Opening and Closing Positions

4.10. If you use the one-click trading tab for accounts that support stocks in the market watch window, an instruction to open a Position will be placed (with no further confirmation) immediately after you click the "Buy" or "Sell" button on that tab.

4.11. In order to close an Open Position with one-click you should place a trade to it that matches it in volume.

4.12. If you attempt to open or close a Position with a trade greater (or less) in volume, you shall have either a zero or net Long/Short Position based on the net overall exposure at the weighted average price.

4.13. Once a one-click instruction has been placed it cannot be cancelled and will be recorded on Server log file. A one-click instruction can be declined for the same reasons as a standard one.

5. Hedging

5.1. You will not be able to open separate and matching Positions of the same Transaction type on Advantage MT5 and Advantage Plus MT5 where full and partial hedging is unavailable. If you attempt to do that, you will end up with either a zero or a net Long/Short Position based on net overall exposure at the weighted average price.

5.2. If you have an Open Position on Advantage MT4 and Advantage Plus MT4 that you wish to close against a matching Open Position on the same Instrument, you can do that by using the "Close by" item in the "Type" drop down list. Upon matching, you will have a zero or net Long/Short Position based upon the net overall exposure. The net overall position will be allocated a new ticket.

5.3. If you have multiple Open Positions on Advantage MT4 and Advantage Plus MT4 accounts that you wish to close against multiple matching Open Position on the same Instrument, you can do so by using the "Multiple Close by" item in the "Type" drop down list. Upon matching, you will have a zero or net Long/Short Position based upon the net overall exposure. The net overall position will be allocated a new ticket.

Order Types in the Trading Platform

5.4. In order to open a Position, the following pending Orders may be used:

(a) "Buy Stop" an Order to open a Long Position at the price higher than the price at the moment of placing the Order;

(b) "Sell Stop" an Order to open a Short Position at the price lower than the price at the moment of placing the Order;

(c) "Buy Limit" an Order to open a Long Position at the price lower than the price at the moment of placing the Order;

(d) "Sell Limit" an Order to open a Short Position at the price higher than the price at the moment of placing the Order.

(e) "Buy Stop Limit" an Order to place a Buy Limit Order at specified level if the future Ask price reaches the value indicated in the Order in MT5 accounts;

(f) "Sell Stop Limit" an Order to place a Sell Limit Order at specified level if the future Bid price reaches the value indicated in the Order in in MT5 accounts.

Sell Stop or Sell Limit pending Orders are not available in Stocks account.

5.5. In order to close a Position, the following Orders may be used:

(a) "Stop Loss" an Order to close a previously opened Position at the price less profitable for you than the price at the moment of placing the Order;

(b) "Take Profit" an Order to close a previously opened position at the price more profitable for you than the price at the moment of placing the Order;

(c) "If Done Order" Stop Loss and/or Take Profit which are activated once the pending Order they are related to has been executed.

Impact of Trading Hours on Orders

5.6. You may place, modify or delete Orders only within normal trading hours for the relevant Instrument. The trading hours for each Instrument are indicated in the Contract Specifications.

5.7. Pending Orders on Instruments; which are traded 24 hours a day, have "GTC" ("Good Till Cancelled") status (you can set the expiry date and time in the "Expiry" field) or, which are not traded 24 hours a day, have "Day Order" status and will be deleted at the end of a trading session.

5.8. Stop Loss and Take Profit for all Instruments have "GTC" status ("Good Till Cancelled").

Placing a Pending Order

5.9. To give an instruction to place a pending Order and where applicable, you should choose the following presets:

(a) the instrument;

(b) fill policy;

(c) the pending Order type (Buy Stop, Buy Limit, Sell Stop, Sell Limit, Buy Stop Limit or Sell Stop Limit;

(d) Transaction size;

(e) Order level;

(f) Stop Limit Price (for Stop Limit Orders Only).

5.10. You may indicate the following optional pre-sets in addition to those in subpara 5.9. above:

(a) level of Stop Loss;

(b) level of Take Profit; or

(c) date and time when the Pending Order expires.

In Stop Loss and Take Profit, "0.0000" means that Stop Loss or Take Profit is not placed, or it is deleted if already placed.

5.11. The instruction for a pending Order will be declined if:

(a) any of the required parameters is not specified or is incorrect;

(b) or any of the optional parameters is incorrect.

and the "Invalid S/L or T/P" error message will appear if the Orders are placed through the Client Terminal without using an Expert Advisor.

5.12. Each pending Order has a ticket.

Placing a Stop Loss or Take Profit

5.13. If you give an instruction to place a Stop Loss or Take Profit and where applicable, you should specify the following:
(a) ticket of the Open Position;
(b) level of the Stop Loss; and
(c) level of the Take Profit.

5.14. If any of the information in subpara 5.12 above is incorrect and the Order are placed without an Expert Adviser, the instruction will be declined and the "Modify" button will remain inactive.

Placing an If Done Order on a Pending Order

5.15. If you give an instruction to place an If Done Order on a pending Order, you should specify the following:
(a) ticker for the pending Order you are placing an If Order on;
(b) level of the Stop Loss; and
(c) level of the Take Profit.

5.16. If any of the information in subpara 5.13 above is incorrect and the Order is placed without an Expert Adviser, the instruction will be declined and the "Modify" button will remain inactive.

Limitations on Orders

5.17. When you give an instruction and unless otherwise indicated in the Contract Specifications on our Website, the difference between the Stop Loss, Take Profit or the pending Order level and the current market price cannot be less than the number of points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:
a) for the Stop Loss on the Short Position the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of points;
b) for the Take Profit on the Short Position the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of points;
c) for the Stop Loss on the Long Position the current market price is the Bid price, and the Order must not be placed higher than the Bid price less this number of points;
d) for the Take Profit on the Long Position the current market price is the Bid price, and the Order must not be placed lower than the Bid price plus this number of points;
e) for the Buy Limit the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of points;
f) for the Buy Stop the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of points;
g) for the Sell Limit the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of points;

h) for the Sell Stop the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of points;
i) for the Sell Stop Limit the current market price is the Bid price and the Order must not be placed lower than the Bid price less this number of points; and
j) for the Buy Stop Limit the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of points.

5.18. When you give an Instruction and unless otherwise indicated in the Contract Specifications on our Website, the difference between the If Done Order level and the level of the Pending Order must not be closer than the number of points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:
a) the Stop Loss on the Buy Limit, Buy Stop or Buy Stop Limit must not be placed higher than the level of the pending Order less this number of points;
b) the Stop Loss on the Sell Limit, Sell Stop or Sell Stop Limit must not be placed lower than the level of the pending Order plus this number of points;
c) the Take Profit on the Buy Limit, Buy Stop or Buy Stop Limit must not be placed lower than the level of the pending Order plus this number of points; and
d) the Take Profit on the Sell Limit, Sell Stop or Sell Stop Limit must not be placed higher than the level of the pending Order less this number of points.

Short Positions, Sell Stop or Sell Limit pending Orders are not available in Stocks account. Sell/Buy Stop Limit are only available in MT5 (incl., Stocks) accounts only.

Order Placement Finalized

5.19. An instruction to place a pending Order, a Stop Loss or Take Profit is deemed placed once the relevant record appears in the Server log File.

Declining a Placement of an Order

5.20. We may decline an instruction to place an Order if:
(a) it precedes the first Quote on the Market Opening (you will receive an "Off Quotes" message in the Client Terminal); or
(b) the current Quote reaches the level at which subparas 5.17 or 5.18 are breached while the Order is being processed by the dealer system.

Modifying or Deleting an Order: Pending Order

5.21. To give an instruction to modify a pending Order, you should specify the following:
(a) the pending Order level or Order Level;
(b) Stop Limit Price (for Stop Limit Orders only);
(c) level of Stop Loss;
(d) level of Take Profit.

5.22. If any of the information in subpara 5.21 above is incorrect and the Order is placed without an Expert Adviser, the instruction will be declined and the "Modify" button will remain inactive.

5.23. To give an instruction to delete a pending Order, you should specify its Ticket.

Modifying an Order: Stop Loss and Take Profit

5.24. To give an instruction to modify a Stop Loss and Take Profit, you should specify the following:
(a) ticket or ticker of the Instrument for which Stop Loss or Take Profit is being modified;
(b) level of Stop Loss; and
(c) level of Take Profit.

5.25. If any of the information in subpara 5.23 above is incorrect and the Order is placed without an Expert Adviser, the instruction will be declined and the "Modify" button will remain inactive.

Instructions to Modify or Delete Finalized

5.26. An instruction to modify or delete an Order will be considered executed and modified or deleted once the relevant record appears in the Server log File.

Declining an Instruction to Modify or Delete

5.27. We may decline an instruction to modify or delete an Order or Order Level if:
(a) it precedes the first Quote on Market Opening (you will get an "Off Quotes" message in the Client Terminal window); or
(b) we may decline an instruction to modify or delete an Order or Order Level if, while it is being processed, the Order already reached in the execution queue.

Modifying or Deleting an Order

5.28. We may rescind, suspend, decline or cancel an instruction to modify or delete an Order in case of the following:
(a) A Force Majeure Event; and
(b) Over execution (if you execute several attempts to modify or delete an Order or duplicate Orders).

5.29. If we are unable to cancel or modify an Order, the Order will be executed in its original terms or, if a suspension is lifted, we will execute your Order as soon as it is practicable to do so.

5.30. A cancellation request must be affected prior to entering a replacement order.

5.31. An instruction to modify or cancel an Order will be considered placed when we send you a confirmation message.

Order Execution

5.32. The Order will be placed in the queue for execution in the following cases:
a) the Take Profit on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order level;
b) the Stop Loss on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order level;
c) the Take Profit on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order level;
d) the Stop Loss on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order level;

e) the Buy Limit is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order level;
f) the Sell Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order level;
g) the Buy Stop is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order level;
h) the Sell Stop is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order level;
i) the Buy Stop Limit is placed in the queue to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order level;
j) the Sell Stop Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order level.

5.33. If any Sell Stop, Buy Stop, Sell Limit or Buy Limit instruction includes a Take Profit or Stop Loss, and there is a price gap when the Bid price or the Ask price in the Quotes Flow exceeds the Take profit or the Stop Loss, then the Order will be opened and closed simultaneously with the respective Bid and Ask price.

5.34. Once the Server receives your pending Order for execution, it will check if you have enough of Free Margin to open a Position.

5.35. The formula for calculating your Free Margin is the same as in subparas 3.5 - 3.9 above.

5.36. If the Pending Order Level is in the price gap, the Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes when the Order is placed in the Queue for execution.

5.37. If the Free Margin is less than zero, we may decline the Instructions to open the Position and delete the Order; a “No Money” message will be made on the Server log.

5.38. If the Free Margin is more or equals to zero, the Position is opened at the moment a relevant record is made on the Server log.

5.39. Where applicable, we will open and close a position immediately within the same tick at the first available price if the pending Order level, Stop Loss or Take Profit is within a price gap at market opening during the Quote flow.

5.40. If any Sell Stop, Buy Stop, Sell Limit or Buy Limit instruction includes a Take Profit or Stop Loss, and there is a price gap when the Bid price or the Ask price in the Quotes Flow exceeds the Take profit or the Stop Loss, then the Order will be opened and closed simultaneously with the respective Bid and Ask price.

5.41. The Buy Limit, Sell Limit, Buy Stop, Sell Stop, Take Profit and Stop Loss orders are market orders; therefore, execution is based on the market conditions and as a result they are executed at the current market price.

Order Execution Finalized

5.42. An Order is deemed executed once the relevant record appears in the Server log file.

5.43. In case there is more than one dealer system handling separate instructions, the recorded execution time of the instructions in the Server log file of the first instruction may be later than the execution time of the instruction thereafter (Micro and Stock CFDs accounts).

Pending Order and the Cumulative Position on the Instrument

5.44. Once the pending Order is executed and a relevant record is made in the Server log, the Position opened by this pending Order will either have the same ticket as the pending Order or it will be added to the existing cumulative Position for this Instrument.

Partial execution of a Pending Order. Execution under Limited Liquidity Conditions

5.45. A pending Order can be executed partially if there is not enough liquidity to hedge the trade with our liquidity providers at the requested Order level and, the new pending Order may be issued under the original parameters on unfilled amount.

5.46. In case of insufficient liquidity at the Order level or if the Order level falls within the price gap at Market Opening or during the Quote(s) flow we may:

(a) execute Buy Limit, Sell Limit and Take Profit Orders at the requested price at the moment the Order is executed;

(b) execute Buy Stop, Sell Stop and Stop Loss Orders at the current available price at the moment the Order is executed.

5.47. We will execute Buy Stop, Sell Stop and Stop Loss Orders at the Order level, if there is enough liquidity to hedge the trade with our liquidity providers at the Order level adjusted by the cost of hedging or, in case of insufficient liquidity, at the price we hedged the trade in Micro and CFDs accounts (we may adjust the price to reflect the cost of hedging).

5.48. Please note that in the event that any position is correctly closed according to the governing terms of business under normal or abnormal market conditions, the Company shall not be liable to the Client for any potential less profits or losses incurred based on hypothetical actions Client had intended to complete in case the disputed positions had not been closed under any circumstances.

6. Stop Out

6.1. Your Margin Level is a safety level that indicates whether you have enough funds to support your Open Positions. Your Margin Level will be monitored by the Server.

6.2. If your Margin Level falls below 100%, you will not be able to open a new Position.

6.3. If your Margin Level, is less than the level of the Stop Out specified on our Website (see the "Trading Account Comparison" section) we will Stop Out. i.e., automatically close your Open Positions with the biggest Loss to bring your Margin Level to the required threshold or above. This will be done with no prior Written Notice.

6.4. A Stop Out is a safety mechanism to protect you from big Losses due to sudden market movements. The Stop Out instruction is generated by the Server. You should understand that your Open Positions may be closed at a price that is different from the Quote generated by the Server in its Stop Out instruction.

6.5. Stop Outs shall be triggered at the price point at which we hedged your trade or at the price available at the moment the Order is executed.

6.6. If a Stop Out has resulted in a negative Balance on your Trading Account, general negative balance protection rules found in the Client Agreement will apply. If this negative balance is as a result of your illicit activities, you will be liable for the loss and must pay any amount due immediately. We may compensate this loss from the funds in any of your other accounts held by us.

6.7. The Company is entitled to close the Client's Open Positions without the consent of the Client or any prior notice if the Equity is less than the Level of Stop Out specified on the Company's Trading Terms Webpage.

6.8. Once the position has been closed the relevant record appears in the Server Log File with the "Stop Out" remark where applicable.

6.9. We may, prior to the close of the trading session on every Friday, with no prior Written Notice change the Stop Out and Margin Levels from 50% to 100% and from 80% to 130% respectively. This set-up may be applied after or for any other period we deem appropriate.

(The following paras 7 - 10 are only applicable to MT5, Stocks and Stocks CFD accounts)

7. Off Exchange

7.1. When we act as an intermediary, we may place Orders for you and on your behalf with third parties (e.g., exchanges, market makers) which may not qualify as regulated markets or multilateral trading facilities. When we do place these Order with third parties, we will follow the rules of our Order Execution Policy.

8. Aggregation

8.1. Aggregation means that we may combine your Orders with those of our other clients for execution as a single Order. We will aggregate Orders, if we reasonably believe that this is in the best interests of our clients.

8.2. We cannot guarantee that aggregation will result in a more favourable execution price compared to standalone execution and will not bear any related responsibility.

9. Custody

9.1. When you buy stocks on MyFXTM we will hold them for you (i.e., 'for your benefit') as your custodian. Sometimes we will contract with a sub-custodian or a recognized clearing organization to provide custody for your stocks instead.

9.2. The stocks held in our custody will be registered in our name or in the name of the third-party custodian, but we will keep a ledger reflecting that they belong to you and not us or the third-party custodian.

9.3. Your stocks will be pooled together with stocks of our other clients in an omnibus co-mingled custody account. If we or the third-party custodian were to become insolvent there may be delays in identifying your individual stocks in the co-mingled pool or they may be claimed by the custodian's general creditors. A custodian's insolvency also carries an increased risk of shortfall of stocks caused by the default of a custodian to properly reconcile assets in its custody and you might have to share proportionally in that shortfall.

9.4. If we opt to appoint a third-party custodian to hold your stocks, we will exercise reasonable care when selecting this third party and review this selection regularly. But apart from that, we will not be responsible for the acts, omissions and the aftermath of the insolvency or the dissolution of the third-party custodian. Please review Clause 16 of the Client Agreement for more information about the extent of our liability on the matter.

9.5. If for whatever reason, there is a shortfall of your stocks kept with a third-party custodian we will proceed to resolve the matter following the rules of the contract we have with the third party as well as any applicable laws.

9.6. You authorize us or a third-party custodian we appoint to transfer stocks to a stocks depositary, clearing or settlement system.

9.7. Stocks that cannot be settled through a central stocks depository system may be held overseas by a third-party (including custodian, sub-custodian, registrar, bank, intermediate broker, or settlement agent) in our name or in the name of the third party (you may request information to verify this).

9.8. Even though you remain the beneficial owner of your stocks at all times you are not allowed to directly contract with any other party to sell them. You are also not allowed to create any form of a pledge or encumbrance on your stocks that may result in you losing your ownership rights to them.

9.9. We will sell the stocks, or handle them otherwise, only if we receive instructions from you to do so. We may handle your stocks without any instruction on your side only to the extent allowed by the Applicable Regulations.

9.10. Your stocks may be held in a jurisdiction outside the domicile of the Company where the market practices and legal regime of that jurisdiction differ.

10. Settlement for Stocks

10.1. If you want to buy stocks on the MyFXTM, the Balance on your Trading Account should be equal to or greater than the purchase price of those stocks and be enough to cover any related fees and commissions. No setoffs, counterclaims will be applied to the purchase price of the stocks.

10.2. When you enter into a stocks Transaction you must understand that there is a risk that any counterparty on the other side of the trade may fail to go through with the Transaction. We will not be responsible for this failure.

10.3. Where available, we use central stocks depositories for settlement of stock Orders. But sometimes we also use alternative dealing facilities to fulfil your stock Orders or levy increased charges on them. The average settlement time is 2 (two) Business Days after the time of execution.

10.4. We will pass on any documents to you or credit any sale proceeds from your stocks Transaction to your Trading Account promptly after we receive the same. Any delays in the settlement of the Transaction beyond our control, any defaults of other parities (including you) to meet the settlement date is not our responsibility.

10.5. When you buy stocks, the Estimated Amount together with any applicable commissions, fees and costs on the Transaction will be deducted from your Trading Account and held by us pending settlement. On settlement, these funds will no longer be considered your funds. It is your responsibility to ensure that you always have sufficient cleared Balance to meet settlement of any of your Transactions and connected costs.

10.6. If the Transaction fails to settle for any reason, we may reverse it, return any commissions or fees paid and cancel the withdrawal of any funds from your Trading Account.

10.7. Your withdrawal request will be denied if there is insufficient Balance on your Trading Account to cover any unsettled Transactions. Where you request a withdrawal shortly after the funds were credited to your Trading Account, we will be allowed to delay settlement for up to 8 (eight) Business Days to ensure that the funds were cleared and can be withdrawn.

10.8. We or any intermediary involved in selling your stocks might have a statutory obligation to deduct taxes, make other deductions from your sale proceeds before they are credited to your Trading Account.

11. Corporate Actions

11.1. When you trade stocks, CFDs on stocks and indices, we may (but have no obligation to) reflect the corporate actions that apply to these Instruments. These corporate actions may include stocks splits, reverse splits, spin-offs, dividends, entitlement issues, mergers & acquisitions, reorganizations, take-over offers, name and symbol changes and etc.

11.2. It is your responsibility to keep track of the upcoming corporate events that may affect your Instruments and any Open Positions you have.

11.3. We will pass on to you any information about your stocks that we will receive from our counterparties and intermediaries (exchanges, registrars) but will not source any additional information. We will not notify you about any pending or active class actions or group actions that you are eligible to partake in due to the ownership of your stock.

11.4. We will apply corporate actions to your Instruments on the basis of good faith and market practice. We will also consider how these corporate actions impact our dealings with our liquidity providers and other intermediaries and may pass on the outcome to you.

11.5. Where a corporate event affects some but not all Instruments held in a pooled account, we will allocate the affected Instruments to the eligible clients in a fair and equitable manner.

11.6. Depending on the direction of your Open Position we might have additional costs applied directly by our liquidity providers and other intermediaries because of corporate actions. These additional costs will be passed on to you without any additional warning.

11.7. If we opt to support a certain corporate action for stocks, we will do so only for stocks that have already been registered in our name (or in the name of a third-party custodian) and there is an entry in our ledger showing your ownership of the stock.

11.8. We will reflect a corporate action on your Trading Account only after we receive confirmation from our counterparties and intermediaries that the corporate event has been completed.

11.9. We may close out any of your Open Positions at the market price following a corporate event to make any required adjustment due to the corporate action.

11.10. You should have sufficient Balance to buy any additional stocks available to you as a result of a corporate action. If funds or stocks are due to you without any additional payment, they will be deposited to your Trading Account subject to any applicable fees and taxes.

11.11. If you are entitled to a fraction of a stock, we will aggregate those fractional entitlements and sell the aggregate and deposit the proceeds to your Trading Account subject to any applicable fees.

11.12. In the case of a spin - off it will be applied to the primary symbol and will not be transferred to the new spin-off one. We will add the spin-off symbol to market watch as soon as practicable, but we cannot guarantee that this will take place before Market Opening.

11.13. We may (but have no obligation to) inform you and assist you in exercising your voting rights attached to the ownership of your stocks at an annual general meeting of shareholders of the stock issuer or otherwise. If we do, you must return any valid election correspondence by the

deadline we will specify. Your elections are deemed to be irrevocable and final from the moment we receive them.

11.14. If you do not meet the election correspondence deadline, we may opt to vote on your behalf on the default terms.

11.15. If an election has to be made on behalf of an entire pool of stock of a specific issuer, we reserve the right to make that election on behalf of the whole pool and not pass on this right to each client affected by the vote.

11.16. We will be responsible for claiming and receiving dividends, interest payments and other income payments accruing to your Instruments. The Company may claim or reclaim tax credits on dividends or other income on eligible stocks.

12. Effect of Termination on Stock Trading

12.1. On termination of any of any Operative Agreement and closure of your Trading Account if no other instructions are received from you, we will arrange for your stocks to be sold at market price.

12.2. All proceeds of the sale together with the remaining Balance will be deposited to a bank account in your name that we have on file. If this deposit will not go through for some reason, the remaining Balance will be held by us as your funds.

13. Market Abuse

13.1. You will not arrange or execute or place an Open Position, or Order that contravenes any law or regulatory rules in relation to Market Abuse.

13.2. If we have grounds to suspect that you have engaged in Market Abuse, we may without any form of warning or reasoning close any Open Positions and/or Orders on your Trading Account or take any other steps as we deem necessary to remedy the aftermath of your suspected violation. You will be informed of the forced closure after the closure takes place.

13.3. Unless you submit conclusive evidence that you have not engaged in Market Abuse in any form, within 30 (thirty) calendar days following the day your Open Positions and Orders were closed due to suspicion any profits that you have made from these Transactions will be void.